

***CITY OF MATTOON, ILLINOIS***  
**CITY COUNCIL SPECIAL AGENDA**  
**July 13, 2009**

**1:00 PM SPECIAL BUSINESS MEETING**

**Pledge of Allegiance**

**Roll Call**

**Electronic Attendance**

**Motion – Permitting the electronic attendance by Commissioner Rankin due to employment purposes. (Cline)**

**Recess to closed session pursuant to the Illinois Open Meetings Act the purpose of considering the employment, performance or dismissal of employees of the municipality (5 ILCS 120(2)(c)(1)).**

**Reconvene**

**Motion – Approving Council Decision Request 2009-990: Approving and authorizing the Mayor to accept a proposed Agreement for Administrative Services from John D. Kolata for services to be performed as the Interim City Administrator. (Cline)**

**Adjourn**

## NEW BUSINESS:

### City of Mattoon Council Decision Request

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MEETING DATE: 7/13/2009    CDR NO: 2009-990    SUBJECT:  
Agreement for Administrative  
Services

SUBMITTAL DATE: 7/10/2009

SUBMITTED BY: David W. Cline, Mayor

EXHIBITS (If applicable): Administrative Services Agreement

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EXPENDITURE	AMOUNT	CONTINGENCY FUNDING
ESTIMATE: \$ 24,200	BUDGETED: \$ 24,200	REQUIRED: N/A

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IF IT IS THE WISH OF THE COUNCIL TO SUPPORT RECOMMENDATIONS  
CONTAINED IN THIS REPORT, THE FOLLOWING MOTION IS SUGGESTED:

“I move to approve, and authorize the Mayor to accept, a proposed Agreement for  
Administrative Services from John D. Kolata for services to be performed as the Interim City  
Administrator.”

#### SUMMARY OF THE TOPIC FOR WHICH A COUNCIL DECISION IS REQUESTED:

This is an agreement for Mr. John D. Kolata to serve as the Interim City Administrator, as an independent contractor, for the next ninety days. Funding for this agreement will come for moneys otherwise budgeted for the salary of the City Administrator.

**CITY OF MATTOON**  
**AGREEMENT FOR ADMINISTRATIVE SERVICES**  
**BY INDEPENDENT CONTRACTOR**

This Independent Contractor Agreement is made as of the date written below, by and between the City of Mattoon (hereinafter referred to as the "City") and John D. Kolata, an independent contractor acting as the Interim City Administrator (hereinafter referred to as "Administrator".)

In consideration of the mutual covenants and consideration set forth herein, the City and Administrator agree as follows:

**I. TERM OF ENGAGEMENT; INDEPENDENT CONTRACTOR**

The City hereby engages the Administrator, commencing July 13, 2009 and terminating 90 days thereafter, unless renewed or otherwise terminated. The City, in its sole discretion, may renew or extend the term of engagement. The Administrator shall not be an employee of the City.

**II. SCOPE OF DUTIES**

- A. The Administrator shall provide administrative services to the Mayor, Commissioners, and City staff and shall advise City officials on policy issues affecting all aspects of City organization and operations as contained in the Ordinances of the City, within the scope of his competence.
- B. The Administrator shall act on behalf of the Mayor and the City Council as an agent in supervising and directing City staff in the performance of their duties. He shall advise and consult with City officials regarding the hiring, assignment, promotion and firing of employees. The Mayor and the Council shall advise all City officers and employees to cooperate with the assist the Administrator and to seek the advice of the Administrator on all administrative and policy questions before communicating with any elected official. Except in an emergency and as provided for by the City Ordinances, no individual elected official shall issue any directive to any City employee without first consulting with the City Administrator. In case of any directive issued by an individual elected official to any City employee, the elected official shall inform the Administrator directive at the first opportunity and if at all possible the elected officials shall discuss said directives with the Administrator prior to issuance.
- C. The Administrator shall attend all regular and special meetings of the City Council, unless excused by the Council.

### **III. HOURS OF WORK**

The Administrator shall be expected to work sufficient hours to accomplish his duties to the satisfaction of the City Council.

### **IV. FEE; TERMINATION**

- A. The City shall pay the Administrator a fee of \$21,000.00 for three months of service, in installments, on a schedule, which is the same as that for City payroll and accounts payable checks. The City will report to Internal Revenue Service this and any other payment to the Administrator on Form 1099. The City will withhold state and federal taxes from any payment to the Administrator.
- B. The City may terminate this Agreement at any time. If termination is due to breach of the Agreement by the Administrator, the Administrator may make a claim for payment for work completed successfully prior to termination. If the City terminates in the absence of any breach by the Administrator, City shall pay Administrator \$21,000.00 or the amount remaining under the contract, whichever is less. The City Administrator may terminate this Agreement at any time, but shall not be entitled to payment of any fee beyond that portion payable to the date of termination.

### **V. OTHER BENEFITS**

- A. As an independent contractor, the Administrator shall not be eligible for employment benefits.
- B. In addition to the fee for service specified above, the City shall pay the Administrator \$900 per month for expenses, to include automobile and temporary living accommodations, payable in advance upon execution of this agreement and at the first of each month thereafter during the term of this agreement.
- C. The City will reimburse the Administrator up to \$500, for costs of professional memberships and attending in-state conferences of the Illinois City/County Management Association (ILCMA), during the initial term of this Agreement.
- D. The Administrator shall not be prohibited from teaching, writing, consulting or other self-employment activities not in conflict with his responsibilities to the City set forth in this agreement during the initial term or extension of the same.
- E. During the term of this agreement, Administrator shall have seven days of leave to be used at his discretion. He shall not be compensated for any unused leave at the termination of this agreement.

## **VI. INDEMNIFICATION AND BONDING**

The City shall defend, save harmless and indemnify the Administrator against any tort, professional liability claim or demand or other legal action arising out of an alleged act or omission occurring in the performance of the Administrator's duties. The City will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. The City shall bear the full cost of any fidelity or other bonds required of the Administrator under any law or ordinance.

## **VII. ENTIRE AGREEMENT**

This Employment agreement contains the complete and entire agreement between the City and the Administrator and supersedes all prior agreements and understanding, whether oral or written with respect to Administrator's employment as Interim City Administrator with the City. This Employment Agreement may be changed only by an agreement in writing signed by the Administrator and the City.

IN WITNESS WHEREOF, the parties have executed this Agreement this 13<sup>th</sup> day of July, 2009.

CITY OF MATTOON

By \_\_\_\_\_  
City Administrator

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
City Clerk